

STATE OF SOUTH DAKOTA
CONSULTING CONTRACT
FOR SERVICES BETWEEN

FY-11

10-2900-074
Law Enforcement Training
1302 East Highway 14, Ste. 5
Pierre, SD 57501

AlterNation LCC
Gregory Saville
1208 Jackson Street
Port Townsend, WA 98368
(hereinafter referred to as "Consultant")

(hereinafter referred to as "State")

The State hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

1. The Consultant will perform the following services: **Police Problem Based Learning Instructor Certification Program.** ✓

2. The Consultant's services under this Agreement shall commence on August 16, 2010 and end on August 27, 2010, unless sooner terminated pursuant to the terms hereof.

3. The Consultant will use State equipment, supplies or facilities: Yes X No The Consultant will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

4. The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ 22,300.00. The State will not pay Consultant's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.

5. The Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows: N/A

A. Commercial General Liability Insurance: Not applicable.

The Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: Not applicable.

The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance: Not applicable.

The Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

15. The Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Law Enforcement Training Administrator on behalf of the State, and by AlterNation LCC, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

BY:

Kim Knecht
Kim Knecht

Assist. Training Administrator
Law Enforcement Training

4/19/10
(DATE)

BY:

Gregory Saville
Gregory Saville

CEO.
AlterNation LCC

April 13, 2010
(DATE)

- State Agency Coding (MSA Center) 2912700.
- State Agency MSA Company for which contract will be paid 3010.
- Object/subobject MSA account to which voucher will be coded 5204060.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract Taunya O'Conner, 605-773-3584.



MARTY J. JACKLEY
ATTORNEY GENERAL

STATE OF SOUTH DAKOTA
LAW ENFORCEMENT STANDARDS AND TRAINING COMMISSION

DIVISION OF CRIMINAL INVESTIGATION
GEORGE S. MICKELSON CRIMINAL JUSTICE CENTER
1302 EAST HIGHWAY 14 - SUITE 5
PIERRE, SOUTH DAKOTA 57501-8505
PHONE (605) 773-3584
FAX (605) 773-7203

April 19, 2010

Richard Sattgast
State Auditor
500 East Capitol
Pierre, SD 57501

RE: Consultant Services Contract - AlterNation LCC

Dear State Auditor Sattgast:

Attached is a State of South Dakota Consulting Contract between the Law Enforcement Training Office and AlterNation LCC, August 16-27, 2010. This letter is to advise you that as a contract for consultant services in the amount of less than \$50,000.00, the RFP provisions set forth in SDCL 5-18-55 through 62 are not applicable.

Sincerely,

Kim Knecht
Assistant Training Administrator

2010 APR 20 11 41 19